

## SECTION XVI

### AMENDMENT, TERMINATION, ENTRY INTO EFFECT AND DURATION

#### Amendment

16.1. This MOU may be amended only by the written approval of the Participants. Any of the PAs under this MOU may be amended only by the written approval of the Participants' TTRDP Executive Agents.

#### Termination

16.2. This MOU and any of its PAs may be terminated at any time upon the written approval of the Participants. In the event the Participants decide to terminate this MOU or any PA, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

16.3. In the event that the MOU or any of its PAs is terminated the following will apply:

16.3.1 the terminating Participant will continue participation, financial or otherwise, up to the effective date of termination of its participation;

16.3.2 each Participant will pay any costs it incurs as a result of termination, with the exception of costs related to a contract which will be shared in accordance with the cost sharing arrangements in the PA;

16.3.3 all Project Information and rights therein received under the provisions of this MOU and any of its PAs prior to the termination of participation will be retained by the terminating Participant, subject to the provisions of this MOU;

16.3.4 each Participant will make available to the other Participants all Project Foreground Information generated and delivered to it prior to termination of participation, and which has not been provided to the other Participants prior to the termination of participation; and

16.3.5 if requested by the other Participants, the terminating Participant may continue to administer Project contract(s), which it awarded on behalf of all the Participants, on a reimbursable basis.

## Withdrawal

16.4. A Participant may withdraw from any PA established under this MOU upon 90 days written notice to the other Participants. Such notice will be the subject of immediate consultation by the other Participants to decide whether to proceed on a changed or reduced basis. In the event of such a withdrawal, the following will apply:

16.4.1 the withdrawing Participant will continue participation, financial or otherwise, up to effective date of its withdrawal;

16.4.2 each Participant will pay the costs it incurs as a result of withdrawal, with the exception of costs related to a contract which will be shared in accordance with the cost sharing arrangements in the PA;

16.4.3 all Project Information and rights therein received under the provisions of this MOU and any of its PAs prior to the withdrawal of a Participant will be retained by the withdrawing Participant subject to the provisions of this MOU;

16.4.4 the remaining Participants will make available to the withdrawing Participant their Project Foreground Information generated and delivered under the PA from which the withdrawing Participant has withdrawn and which have not already been provided. No further rights will accrue to the withdrawing Participant; and

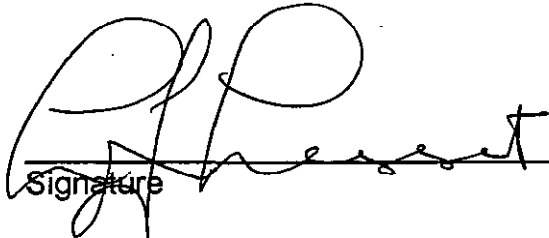
16.4.5 if requested by the other Participants the withdrawing Participant may continue to administer Project contracts which it awarded on behalf of all the Participants in accordance with national laws and procedures.

16.5. *The respective rights and responsibilities of the Participants regarding Section VII (Project Equipment), Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers and Alternative Uses), Section XIII (Liability), and Section XV (Settlement of Disputes) will continue notwithstanding termination, expiration or withdrawal from this MOU or any of its PAs.*

16.6. This TTRDP MOU, which consists of the Introduction, sixteen (16) Sections and one Annex, will enter into effect upon signature by all Participants, and unless terminated or extended, will remain in effect for 25 years. PAs will enter into effect upon signature by the Participants. All PAs will automatically terminate upon the termination or expiration of this MOU.

The foregoing represents the understanding reached between the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.  
SIGNED in triplicate.

FOR THE DEPARTMENT OF  
NATIONAL DEFENCE OF CANADA:


  
Signature

L.J. Leggat  
Name

Chief Research and Development  
Title

3 November 1998  
Date

FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND:


  
Signature

Graham H.B. Jordan  
Name

Deputy Under Secretary  
(Science & Technology)  
Title

3 November 1998  
Date

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA:

  
Signature

Delores M. Etter  
Name

Deputy Under Secretary of Defense  
(Science & Technology)  
Title

3 November 1998  
Date

**\*\*SAMPLE PROJECT ARRANGEMENT\*\***

(Insert title of Project)

PROJECT ARRANGEMENT NO. \_\_\_\_\_

PURSUANT TO THE

CA-UK-US TRILATERAL TECHNOLOGY RESEARCH AND DEVELOPMENT  
PROJECTS (TTRDP MOU)

AMONG

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND THE

SECRETARY OF STATE FOR DEFENCE

OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND THE

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

DATED XXXXXX 98

*Project Arrangement Numbers will be structured as follows:*

*CA-UK-US-XX-NN-nnnn where XX is a U.S. Military Service or Defense Agency designator such as A for Army, D for Department of Defense, N for Navy, AF for Air Force; NN is the calendar year, and nnnn is a sequential number.*

## TABLE OF CONTENTS

SECTION	PAGE
I	INTRODUCTION
II	DEFINITION OF TERMS AND ABBREVIATIONS
III	OBJECTIVES
IV	SCOPE OF WORK
V	SHARING OF TASKS
VI	BREAK DOWN AND SCHEDULE OF TASKS
VII	MANAGEMENT
VIII	FINANCIAL ARRANGEMENTS
IX	SPECIAL ARRANGEMENTS
X	LEVEL OF CLASSIFICATION
XI	PRINCIPAL ORGANIZATIONS INVOLVED
XII	LOAN OF PROJECT EQUIPMENT
XIII	ENTRY INTO EFFECT, DURATION AND TERMINATION

**Note: Number paragraphs sequentially, i.e., 1.1, 1.2, etc.**

## SECTION I

### INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America, the concerning Technology Research and Development Projects of mm/dd/yy, the provisions of which are hereby incorporated by reference.

## SECTION II

### DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the MOU.)

## SECTION III

### OBJECTIVES

The objectives of this \_\_\_\_\_ Project are:

a. the development of

\_\_\_\_\_  
\_\_\_\_\_

b. the improvement of

\_\_\_\_\_  
\_\_\_\_\_

c. the investigation of

\_\_\_\_\_  
\_\_\_\_\_

## SECTION IV

### SCOPE OF WORK

The following work will be carried out under this PA.

a. Research

\_\_\_\_\_  
\_\_\_\_\_

b. Develop

c. Evaluate

d. Design, fabricate and test

## SECTION V

### SHARING OF TASKS

The sharing of tasks will be as follows:

a. CA will

b. The UK will

c. The US will

d. The Participants will jointly

## SECTION VI

### BREAK DOWN AND SCHEDULE OF TASKS (OPTIONAL)

(When the tasks covered under this Project may be performed using multiple phases, requiring milestones or decision points)

The Project will proceed according to the following phases and schedule:

Phase I	Start	End
Description of Phase 1	MM/YY	MM/YY

(Milestone 1) (e.g. Transmittal of Feasibility Report)

Phase 2	Start	End
Description of Phase 2	MM/YY	MM/YY

(Milestone 2) (e.g. Decision to proceed to Phase 3)

Phase 3  
Description of Phase 3

Start  
MM/YY

End  
MM/YY

(Milestone 3) (e.g. Evaluation, analysis of results)

(Add as many phases as necessary)

The final report must be transmitted to the TTRDP/EAs six months before the termination date for this PA.

## SECTION VII

### MANAGEMENT

(It is anticipated that most Projects will not need the establishment of a Steering Committee; however, for such instances where a SC is deemed to be required, the following provides for the designation of SC members)

The following, or equivalent in the event of reorganization, are designated as Steering Committee Representatives:

CA Co-Chair-person

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

UK Co-Chair-person

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

US Co-Chair-person

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_



2. The following, or equivalent in the event of reorganization, are designated as Project Officers:

CA PO

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

UK PO

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

US PO

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section IV of the TTRDP MOU)

## SECTION VIII

### FINANCIAL ARRANGEMENTS

The Participants estimate that the cost of performance of the work under this PA will not exceed \$\_\_\_\_\_.

The CA tasks will not cost more than X CA\$:

The UK tasks will not cost more than Y UK £:

The US tasks will not cost more than Z US\$:

Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL ARRANGEMENTS Sections will be subject to amendment to this PA or signature of a new PA.

## SECTION IX

### SPECIAL ARRANGEMENTS

(Optional — include any special contractual, intellectual property rights or other provisions relevant to the specific PA)

## SECTION X

### LEVEL OF CLASSIFICATION

Only one of the three following possibilities must be selected:

- a. No Classified Information will be exchanged under this PA;
- b. The highest level of Classified Information which may be exchanged under this PA is Confidential.
- c. The highest level of Classified Information which may be exchanged under this PA is Secret.

The existence of this PA is (unclassified)\* and the contents are (unclassified)\*.

\*Revise where appropriate.

## SECTION XI

### PRINCIPAL ORGANIZATIONS INVOLVED

(List the government laboratories, research centers, etc. for the CA, UK and the US including full postal address.)

## SECTION XII

### LOAN OF PROJECT EQUIPMENT (OPTIONAL)

1. The loan of the following Project Equipment is necessary for executing this PA.

Providing Participant(s)	Receiving Participant(s)	Qty	Description	Part/ Stock #	Consumables/ Non- Consumables	Approx Loan Value	Loan Period
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(fill in as appropriate)

Alternate Paragraph 1:

1. Project Equipment to be loaned will be listed in a supplement to this PA in the following format.

Providing Participant(s)	Receiving Participant(s)	Qty	Description	Part/ Stock #	Consumables/ Non- Consumables	Approx Loan Value	Loan Period
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The supplement will be prepared by the POs for signature by the SC or TTRDP/EA if no SC, after appropriate national approvals have been obtained. The supplement will be an integral part of this PA.

2. The providing Participant will loan the Project Equipment for the loan period identified in paragraph 1 above. Or [which is intended to be consumed/expended and not returned to the providing Participant.] \*\*

\*\*If Alternate Paragraph 1 is used, change Paragraph 2 as follows: The providing Participant will loan the Project Equipment for the loan period identified in the supplement.

## SECTION XIII

### ENTRY INTO EFFECT, DURATION AND TERMINATION

This \_\_\_\_\_ PA, a Project under the TTRDP Memorandum of Understanding between the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America, will enter into effect upon its signature, and will remain in effect for \_\_\_\_\_ years unless terminated by the Participants. It may be extended by written consent of the TTRDP MOU Executive Agents (EA):

For Canada

For United Kingdom

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For the United States:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

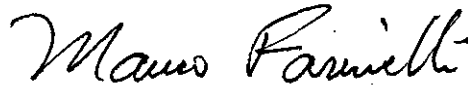
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

16 December 1998

CERTIFICATION OF AUTHENTICITY

I hereby certify that, in the course of its official duties, the Armaments Cooperation Division (SAF/LAQ), Office of the Deputy Under Secretary of the Air Force (International Affairs) maintains custody of the original signed copy of the Agreement among the Department of National Defence of Canada and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America Concerning Trilateral Technology Research and Development Projects, dated 3 November 1998.



MAURO FARINELLI, Col, USAF  
Chief, Armaments Cooperation Division  
Deputy Under Secretary of the Air Force  
International Affairs